

**THIS INSTRUMENT PREPARED BY:**  
**THE CITY OF EDGEWATER**  
P.O. Box 100  
Edgewater, FL 32132-0100

**AFTER RECORDING RETURN TO:**  
Robin L. Matusick  
City Clerk/Paralegal  
**CITY OF EDGEWATER**  
104 N. Riverside Drive  
Edgewater, Florida 32132

For Recording Purposes Only

**DEVELOPMENT AGREEMENT  
PARKTOWNE INDUSTRIAL CENTER  
AMENDED AND RESTATED**

**THIS AGREEMENT** (this "Agreement") is made and entered into this 15<sup>th</sup> day of July, 2016 by and between the **CITY OF EDGEWATER, FLORIDA**, a municipal corporation, whose mailing address is 104 N. Riverside Drive, Edgewater, Florida 32132, (hereafter referred to as "City") and the **PARKTOWNE INDUSTRIAL CENTER OWNERS ASSOCIATION**, with Karla Bauman as the authorized agent and whose address is 391 S. Timberlane Drive, New Smyrna Beach, FL 32168 (hereafter referred to as "Owners"). The term "Owners" shall also include the City as to any property held by the City for development in its role as land owner and developer.

**WHEREAS**, the City and the Owners own fee simple title to approximately 330.06 acres of land located south of the Gabordy Canal, west of the FEC Railroad north of West Park Avenue in Volusia County, Florida, and within the corporate limits of the City of Edgewater, Florida, all as more particularly described in **Exhibit "A"** attached hereto and by this reference incorporated herein (hereafter referred to as "Park"); and

**WHEREAS**, the Owners and the City desire to execute this Agreement in order to evidence their mutual agreement as to certain matters related to development of the Park.

**NOW, THEREFORE**, in consideration of the agreements, premises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. RECITALS

The above recitals are true and correct and incorporated herein by this reference.

2. DEVELOPMENT OF THE PROPERTY

The City and the Owners hereby agree to develop the Park in accordance with this Agreement and all permits and approvals issued by the City and other governmental entities with respect to the Park. It is anticipated and acknowledged that the Owners intend to sell or develop acreage within the Park to unidentified buyers/developers and the ownership of the City's developable portion of the Park will evolve into private ownership.

3. EFFECTIVE DATE

The Effective Date of this Agreement shall be the day this Agreement is executed by the City.

4. DEVELOPMENT USES PERMITTED

The Owners hereby agree to develop the Park subject to the terms of this Agreement and in accordance with the City of Edgewater's "IPUD Zoning Classification" as defined in the currently adopted Land Development Code as amended from time to time. The Park shall be developed consistent with the City's development review procedures. Development of the Park shall be consistent with the following:

A. Minimum Lot Size

One acre

B. Maximum Lot Coverage

No more than 80% of the surface area of any parcel shall be developed as impervious surface area.

C. Regulation of Uses /Designated Use Areas

It is the intent of this section to establish two (2) designated "Areas" of the Park whereby only certain business and industrial type uses shall be permitted to ensure the Park will be developed with uses that are attractive, inviting, aesthetically pleasing, and harmonious with the surrounding property, businesses and industry. Any parcels within the Park, hereinafter referred to as Areas "A" and "B" and shown on the attached Preliminary Development Plan, may be developed and used in a manner established for that particular Area. Area "A" is restrictive and is intended to have outdoor storage as an ancillary use. Area "B" is less restrictive and outdoor storage is authorized. The permitted use in one Area may be prohibited in another Area or as amended and provided for from time to time.

Industrial, warehousing, office, accessory retail and commercial use of the Park may be permitted within designated areas, subject to compliance with applicable provisions of the City's codes or ordinances, provided it is primarily performed or carried out in accordance with an approved site plan that is so designed and constructed such that the operation and the uses *do not cause or produce any of the following effects:*

Any trade or activity, or material (including advertisement), that is pornographic, obscene, lewd or lascivious;

Disposal of any hazardous waste in any form on the site;

Dust, dirt, flying ash, smoke or pollutants that exceed FDEP air quality standards;

Noise, light, sound or vibrations that are objectionable due to intermittence,  
intensity, beat, frequency or shrillness;

Toxic, or corrosive fumes;

Pollution of groundwater that exceeds FDEP water quality standards;

Fire or explosion hazards;

Violations of the City of Edgewater Land Development Code, City Code of Ordinances, Florida Building Code, Life Safety Codes, Federal Aviation Administration Standards or all other applicable Federal and State standards.

1) **Permitted Uses (see Preliminary Development Plan for Area locations)**

The following uses are general in nature and permissible in the designated Areas.

Other uses will require a modification of this Agreement signed by the Owners and the City.

**AREA "A"**

Aircraft Manufacturing (outdoor use as an accessory use)

Boat Building, sales and service (outdoor storage as an accessory use)

Commercial/Industrial Equipment and Supplies

Distribution Facilities (without outdoor storage)

Financial Institutions

Fleet Based Services

Laboratories

Manufacturing

Marine Related Industries

Outdoor Equipment Sales

Outdoor Storage as an accessory use consistent with Declaration of Covenants,  
Conditions and Restrictions

Professional Office Facilities

Research Facilities

Retail - as an accessory use to manufacturing

Retail Home Building Materials

Schools-Private (adult vocation)

Truck Freight Terminals

Warehouse Storage (without outdoor storage)

Warehousing and Storage (without outdoor storage)  
Wholesale and Distribution (without outdoor storage)  
Xerographic and Offset Printing

**AREA "B"**

All uses in Area "A"  
Aluminum, Steel, Plastic Container Transfer Station  
Boat Building, Repair and Storage  
Bulk Processing  
Containment Facilities  
Distribution Facilities (with outdoor storage)  
Machine Shop/Repair  
Outdoor Storage  
Recycling Facilities  
Rock Crushing  
Shipping Facility (railroad usage)  
Telecommunication-Unmanned  
Telecommunication Towers  
Wholesale and Distribution (with outdoor storage)  
Warehouse Facilities (with outdoor storage)

**2) Prohibited Uses**

The following uses *shall not be permitted* within the Park. Prohibited uses shall include, but may not be limited to the following:

Adult Entertainment  
Agriculture - General  
Aquiculture  
Auction/Flea Markets  
Bed & Breakfast  
Car Wash  
Cemeteries  
Chauffeur/Vehicle for Hire  
Crematoriums  
Day Care - Children or Adults (accessory use is permitted)  
Disposal of refuse, solid waste, hazardous waste  
Fish Camp  
Funeral Homes  
Home Occupations  
Hotel/Motel  
Lodges - Fraternal/Sorority  
Manufacturing of Raw Chemicals  
Medical/Dental Offices  
Mini-Warehouses

Mobile Home Sales  
Night Club/Lounge/Bar  
Nursing Homes  
Personal Service Facilities  
Pool Hall/Billiards  
Places of Worship  
Places of Worship - Schools  
Quarrying of any material  
Refining of Petroleum or of its products  
Restaurants (accessory use for employees is permitted)  
Salvage/Junk Yards  
Schools - Public  
Shopping Center  
Silviculture  
Stockyard or Slaughter of animals  
Taxidermy  
Theaters  
Tire recapping facility  
Towing/Wrecker Service and Impoundment

D. Platting of lots

The City and Owners agree to plat parcels in accordance with Florida Statutes when a lot split or subdivision is made.

5. FUTURE LAND USE, ZONING DESIGNATION AND DEVELOPMENT PLAN

The Future Land Use designation for the Park is Industrial. The zoning designation for the Park is Industrial Planned Unit Development (IPUD). The Preliminary Development Plan for the Park is depicted in **Exhibit "B"**.

6. PUBLIC FACILITIES

The Owners agree to connect to and utilize the City's wastewater distribution/collection system upon receiving reservation of capacity.

The Owners agree to connect to and utilize the City's potable water system upon receiving reservation of capacity.

The Owners agree to provide underground installation of on-site electric, telephone, and other utility services.

The Owners agree to provide all required perpetual non-exclusive easements for all utility services as needed.

The City agrees to provide roadway improvements in accordance with the City's Land Development Code.

The City agrees to provide a master stormwater management system.

Sidewalks are not required within the Park.

The Owners agree that all approved impact fees are applicable to the development of the Park.

7. CONSISTENCY OF DEVELOPMENT

The City agrees to issue development permits consistent with this Agreement after having determined that the development is consistent with the City of Edgewater Comprehensive Plan and Land Development Code.

8. DEDICATION OF LAND FOR PUBLIC PURPOSES

The Owners shall convey to the City of Edgewater by plat and/or warranty deed, together with title insurance showing the conveyed land free and clear of all liens and encumbrances, all roadway rights-of-way, utility easements and/or stormwater management systems as may be required.

9. PERMITS REQUIRED

The Owners may be required to obtain certain federal, state, county and local development permits. Permits may include but not be limited to the following:

1. Site plan approval (City). Projects with structures exceeding 100,000 square feet must be approved by City Council.

2. Building permits (City)
3. Platting (City)
4. Federal Department of Environmental Protection (State)
5. Department of Health (State/County)
6. Army Corps of Engineers (Federal)
7. St. Johns River Water Management District (State)
8. Florida Fish and Wildlife Conservation Commission (State)
9. Fish and Wildlife (Federal)

10. DEVELOPMENT REQUIREMENTS

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owners of the necessity of complying with those permitting requirements, conditions, terms or restrictions, and any matter or thing required to be done under the existing ordinances of the City of Edgewater.

Unless otherwise noted in this Agreement, development standards shall be those contained in the Land Development Code.

Development standards particular to the Park include:

A. Landscaping Front Yard

The following front yard landscape buffer areas shall be provided along the property fronting on any street, including side corner lots. These buffers supersede the Land Development Code requirements of 21-54.03a. (Parking Lot Landscaping Requirements).

- 25 feet (along ParkTowne Blvd.)
- 15 feet (along Dale Street)
- 10 feet (along Megan Z Avenue)
- 5 feet (along Timaquan Trail)
- 8 feet (along other internal streets)

B. Building Setbacks

- 25 feet from property line for front
- 20 feet from property line for rear (zero setback adjacent to Railroad)
- 10 feet from property line for side

C. Building Height

- 45 feet maximum building height in Area "A"
- 60 feet maximum building height in Area "B"



D. Tree Requirements

Notwithstanding other landscaping requirements, no minimum number of trees are required on individual parcels with the exception of the following:

- 1) Any development proposing the removal of specimen trees shall require the mitigation of said trees in a location approved by the City.
- 2) If it is determined by the City that replacement trees (to mitigate removal of specimen trees) would not benefit a particular lot or area, the Owner(s) shall pay into a mitigation bank, an amount determined by the City. The proceeds may only be used for replacement of trees as approved by the City.

E. Landscape Buffer

- 1) There shall be a minimum fifty (50') foot landscape buffer "conservation easement" consisting of natural tree/vegetation along the Park's northern and western perimeter boundary except those bounded by the FEC railroad and spurline.
- 2) Landscape buffer areas shall not be required on interior side or rear yards, except as outlined above.

F. Irrigation

A fully operational underground irrigation system shall be provided by the Owners for non-xeriscape landscaped areas as part of the landscape improvements.

G. Driveways

In the interest of proper on-site vehicular traffic circulation and its relation to pedestrian safety, two (2) points of access shall be permitted on any lot or parcel of property containing two (2) acres or more.

11. HEALTH SAFETY AND WELFARE REQUIREMENTS

The Owners shall comply with such conditions, terms, restrictions, or other requirements determined to be necessary by the City for the public health, safety or welfare of its citizens.

12. APPEAL

If any Owner is aggrieved by any City official interpreting the terms of this Agreement, the Owner shall file a written appeal to the City Manager. After receiving the written appeal, the appeal will be reviewed by the City Manager. The decision of the City Manager can be appealed to the City Council within 15 days of the City Manager's decision. The action of the City Council is the final authority concerning this.

13. PERFORMANCE GUARANTEES

During the term of this Agreement, regardless of the ownership of the Park, the Park shall be developed in compliance with the terms of this Agreement and applicable regulations of the City not inconsistent with, or contrary to, this Agreement.

14. BINDING EFFECT

The provisions of this Agreement, including any and all supplementing amendments, and all final site plans, shall bind and inure to the benefit of the Owners and City or their successors in interest and assigns and any person, firm, corporation, or entity who may become the successor in interest to the land subject to this Agreement or any portion thereof and shall run with the land and shall be administered in a manner consistent with the laws of the State of Florida.

15. RECORDING

Upon execution by all parties, the City shall record this Agreement with the Clerk of the Court in Volusia County. The cost of recordation shall be paid by the City.

16. PERIODIC REVIEW

The City shall review the development subject to this Agreement every twelve (12) months, commencing twelve (12) months after the Effective Date of this Agreement to determine if there has been good faith compliance with the terms of this Agreement. If the City finds on the basis of competent substantial evidence that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City.

17. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

18. TIME OF THE ESSENCE

Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

19. AGREEMENT/ AMENDMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. This Agreement concerns property described in Exhibit A hereto (hereinafter the "Property"). Amendments to this Agreement shall be made by a written agreement, to be recorded in the public records of Volusia County, Florida, executed by the City of Edgewater, Florida, and by the fee simple title owners owning at least 152 acres of the Property, the 152 acres being comprised of a minimum of ten (10) lots or parcels, at the time of the amendment, provided, however, each said owner's lot or parcel shall be comprised of at least one acre and have been approved as a legal parcel by the City of Edgewater. If a said lot or parcel is owned by more than one person or entity, then such multiple owners of said lot or parcel shall decide among themselves who shall execute

the amendment on their behalf, and a person or entity executing the amendment on behalf of such multiple owners shall be deemed to have authority to bind such multiple owners and deemed to have represented such authority was given, unless prior to the final execution of the amendment the president of the ParkTowne Industrial Center Owners Association, Inc. has been notified in writing that such person or entity has no such authority. If multiple owners of an aforesaid lot or parcel are unable to appoint a representative to sign an amendment, then such owners shall not be entitled to sign the amendment.

20. FURTHER DOCUMENTATION

The parties agree that at any time following a request therefore by any other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder.

21. SPECIFIC PERFORMANCE

Both the City and the Owners shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

22. ATTORNEYS' FEES

In the event that any party finds it necessary to commence an action against another party to enforce any provision of this Agreement or because of a breach by another party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

24. CAPTIONS

Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

25. SEVERABILITY

If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the date and year first written above.

ATTEST

CITY COUNCIL OF THE CITY  
OF EDGEWATER, FLORIDA

  
ROBIN L. MATUSICK  
CITY CLERK/PARALEGAL  
MICHAEL IGNASIAK  
MAYOR

WITNESSED BY:

PARKTOWNE INDUSTRIAL  
CENTER OWNERS  
ASSOCIATION, INC.

Pasquale A. Brianiola  
PASQUALE A. BRIANIOLA

Karen A. Lindstrom  
KAREN A. LINDSTROM

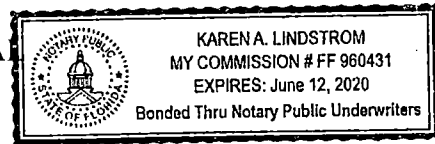
Karla Bauman  
KARLA BAUMAN, registered  
agent, ParkTowne Industrial Center  
Owners Association, Inc.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of July, 2016  
by KARLA BAUMAN who has authority to execute this document on behalf of the  
PARKTOWNE INDUSTRIAL CENTER OWNERS ASSOCIATION, INC and who has  
produced personally known as identification and who did not take an  
oath.

Karen A. Lindstrom  
Notary

SEA



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL A:

A PARCEL OF LAND LYING IN SECTIONS 29, 32, 50, 51 AND 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4920, PAGE 3041 AND ALL OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS (5268, PAGE 2995), (5171, PAGE 922), (5058, PAGE 4839), (5221, PAGE 1290), (2907, PAGE 676), (4612, PAGE 3561), (2641, PAGE 605), (2450, PAGE 123), (4565, PAGE 0037), (5176, PAGE 3286), (1877, PAGE 2006), (2796, PAGE 770), (2300, PAGE 1740), (3970, PAGE 4154), (4458, PAGE 4143), (1248, PAGE 425), (3931, PAGE 4691) AND (2857, PAGE 424) ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT STAMPED "PLS 2027" LOCATED AT THE SOUTHWEST CORNER OF SECTION 49, TOWNSHIP 17 SOUTH, RANGE 34 EAST (THE SEYMOUR PICKETT GRANT); THENCE N.71°36'38"E., ALONG THE SOUTH LINE OF SAID SECTION 49, A DISTANCE OF 955.05 FEET TO THE NORTHWEST CORNER OF PARCEL C AS DESCRIBED IN THE AFORESAID OFFICIAL RECORDS BOOK 4920, PAGE 3041 AND SAID POINT BEING THE NORTHWEST CORNER OF THE AFORESAID SECTION 29 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.01°17'19"E., ALONG THE WEST LINE OF SAID PARCEL C AND THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1008.58 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3931, PAGE 4691; THENCE ALONG THE BOUNDARIES OF SAID PARCEL, THE FOLLOWING THREE COURSES AND DISTANCES: THENCE S.88°42'41"W., 50.09 FEET; THENCE S.01°17'19"E., 93.28 FEET; THENCE N.88°42'41"E., 50.09 FEET TO A POINT LYING ON THE AFORESAID WEST LINE OF SAID PARCEL C AND THE WEST LINE OF SAID SECTION 29; THENCE S.01°17'19"E., ALONG SAID LINE, 1770.82 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL C AND SECTION 29 AND SAID POINT LYING ON THE NORTH LINE OF LOT 34 OF THE PLAT OF ASSESSORS SUBDIVISION OF G. ALVAREZ GRANT IN SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST AS RECORDED IN MAP BOOKS 3, PAGE 137 AND 22, PAGE 24 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID PLAT AND SAID SECTION 52, THE FOLLOWING TWO COURSES AND DISTANCES: THENCE S.74°19'36"W., 637.44 FEET; THENCE S.13°42'05"E., 1825.12 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SECTION 32; THENCE S.08°12'41"E., ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 778.37 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY (EDGEWATER CUTOFF)(A 150 FOOT WIDE RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE N.67°52'11"E., 3138.11 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1357.69 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°05'35", 523.52 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS

BOOK 3825, PAGE 0283 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3825, PAGE 0283, THE FOLLOWING EIGHT COURSES AND DISTANCES; THENCE N.28°19'12"W., 46.36 FEET; THENCE N.27°03'23"W., 90.09 FEET; THENCE N.25°56'59"W., 210.92 FEET; THENCE N.24°39'33"W., 364.08 FEET; THENCE N.24°34'36"W., 334.44 FEET; THENCE N.62°20'34"E., 574.63 FEET; THENCE N.22°06'19"W., 180.03 FEET; THENCE N.67°16'41"E., 332.17 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE N.22°06'29"W., 243.08 FEET; THENCE N.67°53'31"E., 38.00 FEET; THENCE N.22°06'29"W., 3389.68 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SECTION 49, TOWNSHIP 17 SOUTH, RANGE 34 EAST, (THE SEYMOUR PICKETT GRANT) AND SAID LINE BEING THE SOUTH RIGHT OF WAY LINE OF TENTH STREET; THENCE S.71°36'38"W., ALONG SAID LINE, 745.94 FEET TO A CORNER OF PARCEL A AS DESCRIBED IN OFFICIAL RECORDS BOOK 4920, PAGE 3041 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID PARCEL A, THE FOLLOWING SEVEN COURSES AND DISTANCES: THENCE S.23°18'56"E., 194.01 FEET; THENCE N.66°41'04"E., 80.00 FEET; THENCE S.23°18'56"E., 3145.54 FEET; THENCE S.67°17'32"W., 939.54 FEET; THENCE N.23°19'31"W., 3198.50 FEET; THENCE N.66°40'29"E., 80.00 FEET; THENCE N.23°19'31"W., 198.30 FEET TO A POINT LYING ON THE AFOREMENTIONED SOUTH LINE OF SECTION 49 AND THE SOUTH RIGHT OF WAY LINE OF TENTH STREET; THENCE S.71°36'38"W., ALONG SAID LINE 901.28 FEET TO THE POINT OF BEGINNING CONTAINING 323.10 ACRES MORE OR LESS.

TOGETHER WITH:

PARCEL B:

A PARCEL OF LAND BEING PARCEL B AS DESCRIBED IN OFFICIAL RECORDS BOOK 4920, PAGE 3041 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 42 AS SHOWN ON THE PLAT OF ASSESSOR'S SUBDIVISION OF G. ALVAREZ GRANT SECTION 52 – T17S. – R.34E. AS RECORDED IN MAP BOOKS 3, PAGE 137 AND 22, PAGE 24 OF SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA WITH THE SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY; THENCE ALONG THE BOUNDARIES OF SAID PARCEL B AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4920, PAGE 3041, ALL THE FOLLOWING COURSES AND DISTANCES: THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES: THENCE N.67°52'11"E., 276.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1507.69 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°01'37", 263.85 FEET; THENCE S.22°44'12"E.,



121.65 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF PARK AVENUE; THENCE S.67°00'46"W., ALONG SAID RIGHT OF WAY LINE, 539.01 FEET; THENCE N.22°44'40"W., 106.68 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.32 ACRES MORE OR LESS.

ALSO TOGETHER WITH:

PARCEL C:

A PARCEL OF LAND BEING A PART OF LOT 42 AS SHOWN ON THE PLAT OF ASSESSOR'S SUBDIVISION OF G. ALVAREZ GRANT, SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST AS RECORDED IN MAP BOOKS 3, PAGE 137 AND 22, PAGE 24 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 42 WITH THE SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY (EDGEWATER CUTOFF); THENCE S.67°52'11"W., ALONG SAID RIGHT OF WAY LINE, 2345.79 FEET TO THE NORTHEAST CORNER OF THAT PORTION OF DALE STREET, (A 60.00 FOOT WIDE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2436, PAGE 1018 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) LYING SOUTH OF SAID RAILWAY RIGHT OF WAY AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE BOUNDARIES OF SAID EASEMENT, THE FOLLOWING FOUR COURSES AND DISTANCES:

THENCE CONTINUE S.67°52'11"W., ALONG SAID RIGHT OF WAY LINE, 60.00 FEET; THENCE S.21°29'44"E., 145.05 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE; THENCE N.67°00'13"E., ALONG SAID RIGHT OF WAY LINE, 60.02 FEET; THENCE N.21°29'44"W., 144.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES MORE OR LESS.